

**STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS  
RFP NO. 23-08**

**PROJECT TITLE: On Demand Library Centered Learning Platform for Washington State Library**

**PROPOSAL DUE DATE: April 30, 2023**

**EXPECTED TIME PERIOD FOR CONTRACT: June 1, 2023 – May 31, 2026**

**CONTRACTOR ELIGIBILITY: This procurement is open to those Contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.**

**CONTENTS OF THE REQUEST FOR PROPOSALS**

- 1. Introduction**
- 2. General Information for Contractors**
- 3. Proposal Contents**
- 4. Evaluation and Contract Award**
- 5. Exhibits**
  - a. Certifications and Assurances**
  - b. Small Business Self-Certification Statement**
  - c. Contractor Certification for Executive Order 18-03 – Workers’ Rights**
  - d. Contract including General Terms and Condition**

## TABLE OF CONTENTS

1. Introduction	3
1.1 Purpose and Background	3
1.2 Objective	3
1.3 Minimum Qualifications	3
1.4 Period of Performance	3
1.5 Definitions	4
1.6 Americans with Disabilities Act (ADA) Compliance	4
2. General Information for Contractors	4
2.1 RFP Coordinator	4
2.2 Estimated Schedule of Procurement Activities	4
2.3 Preproposal Conference	5
2.4 Submission of Proposals	6
2.5 Proprietary Information/Public Disclosure	6
2.6 Revisions to the RFP	7
2.7 Small, Minority-Owned, Women-Owned, and Veteran-Owned Business Participation	7
2.8 Acceptance Period	8
2.9 Responsiveness	8
2.10 Most Favorable Terms	8
2.11 Contract Including General Terms and Conditions	8
2.12 Costs to Propose	8
2.13 No Obligation to Contract	8
2.14 Rejection of Proposals	9
2.15 Commitment of Funds	9
2.16 Electronic Payment	9
2.17 Insurance Coverage	9
2.19 Evaluation Preference	9
3. Proposal Contents	9
3.1 Letter of Submittal	10
3.2 Technical Proposal	10
3.3 Management Proposal	11
3.4 Cost Proposal	12
4. Evaluation and Contract Award	13
4.1 Evaluation Procedure	13
4.2 Responsibility	13
4.3 Responsiveness	13
4.4 Evaluation Weighting and Scoring	13
4.5 Oral Presentations	15
4.6 Best and Final Offer	15
4.7 Request for Documents	15
4.8 Contract Execution	15
4.9 Notification to Contractors	15
4.10 Complaint, Debriefing, and Protest Procedures	15
5. RFP Exhibits	18
Exhibit A – Certifications and Assurance	19
Exhibit B – Small Business Self-Certification Statement	20
Exhibit C – Contractor Certification for Executive Order 18-03, Workers’ Rights	21
Exhibit D – Contract including General Terms and Conditions	22

# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington Secretary of State, Washington State Library Division (OSOS), is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project “On Demand Library Centered Learning Platform for Washington State Library” and give proposals to deliver a training environment which is immediately accessible and available online. This platform will enable library staff around the state to access the training.

OSOS is seeking a platform with which to deliver self-directed training components to library staff as needed and on demand. Proposals are sought that provide ready-to-use tutorials for the most commonly used library electronic resources and that include courses offered by OSOS. Proposer’s courses must be library centric, web-based training and always available. Modules on relevant current issues to enhance library customer service are needed. Modules for learning should have appealing graphics to call attention to the resources. These resources should be not only ready to use tutorials professionally produced but also can host instructional videos and tutorials produced by OSOS staff. The look of the website should be able to be co-branded with the WSL and OSOS logos and contact information. Resources provided by the firm should be constantly reviewed for content, revised if necessary, or removed when no longer relevant. There must be an unlimited number of tutorials that can be hosted on the site. In addition, there must be the ability to create learning sub platforms that are specific to OSOS project managers area of expertise.

The learning platform should enable OSOS project manager to create training tutorials. The ability to easily add and remove training content is imperative. There shall be no extra charge beyond the initial fee for adding or removing content, adding or removing additional pages for specific library departments, or for help from the vendor. Modules should address accessibility issues by allowing Closed Captioning. The platform should also have easily accessible reports including learners, tutorial usage, and yearly use totals at no additional costs.

## 1.2 OBJECTIVE

Using the services provided by the Contractor, OSOS will maintain the online learning platform, and upload training videos and content as applicable. The Contractor will provide hands-on upkeep to the learning platform, as well as consult and assist the OSOS administrator with content.

## 1.3 MINIMUM QUALIFICATIONS

Contractor must be registered to do business with the state of Washington and have a Unified Business Identifier (UBI) number. Contractor must have 5 years’ experience in developing and managing an LMS platform.

## 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from the RFP is tentatively scheduled to begin on or about June 1, 2023 and to end on May 31, 2026. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS and shall not exceed a contract total of 5 (five) years.

## 1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

- **Apparent Successful Contractor** – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.
- **Contractor** – the individual or company submitting a Proposal in order to attain a contract with OSOS.
- **OSOS** – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.
- **Proposal** – A formal offer submitted in response to this solicitation.
- **RFP** – This request for proposals.
- **WEBS** -Washington’s Electronic Business Solution, an online vendor registration and bid notification system.

## 1.6 AMERICANS WITH DISABILITES ACT (ADA) COMPLIANCE

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this request for proposals in Braille or on tape.

# 2. GENERAL INFORMATION FOR CONTRACTORS

## 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSOS for this procurement. All communication between the Contractor and OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name:	Tami Masenhimer
Address:	6800 Capitol Blvd SE
City, State, Zip Code:	Tumwater, WA 98504
Phone Number:	360-570-5571
Fax Number:	360-586-7575
Email Address:	tami.masenhimer@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Contractors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Contractor.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	3/15/2023
Question and Answer (Q&A) Period	3/15-4/7
Last Date for Questions	4/7
Preproposal Conference	3/22
Publish Q&A’s from Preproposal Conference on WEBS and OSOS website	3/24
Publish complete list of Q&A’s on WEBS and OSOS	4/11

Last Amendment to RFP	4/28
Last Date for Questions	5/1
Proposals Due	5/8
Evaluate Proposals	5/9-12
Announce Apparent Successful Bidder (ASB) and Notify Unsuccessful Contractors	5/15
Hold Debriefing Conferences	See section 4.10
Protest	See section 4.10
Negotiate Contract	5/15-30
Begin Contract Work	6/1

OSOS reserves the right to revise the above schedule.

### 2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled as described below. All prospective Contractors are not required to attend. Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound to written answers only. Any oral responses given at the preproposal conference shall be considered unofficial.

Within 5 business days of the conference, a copy of the questions and answers will be placed in WEBS and on the OSOS website here: <http://www.sos.wa.gov/office/procurements.aspx>.

Preproposal meeting will be on Zoom Tuesday April 11, 2023 at 12:00 noon PT  
Tami Masenhimer is inviting you to a scheduled Zoom meeting.

Topic: RFP-LMS for Library Training  
Time: Apr 11, 2023 12:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84040513354?pwd=MjdaWG0yeEZPUnVFaENIZ1hEM3IMdz09>

Meeting ID: 840 4051 3354

Passcode: 888516

One tap mobile

+12063379723,,84040513354# US (Seattle)

+12532158782,,84040513354# US (Tacoma)

Dial by your location

+1 206 337 9723 US (Seattle)

+1 253 215 8782 US (Tacoma)

+1 213 338 8477 US (Los Angeles)

+1 346 248 7799 US (Houston)

+1 602 753 0140 US (Phoenix)

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 720 928 9299 US (Denver)  
+1 971 247 1195 US (Portland)  
+1 786 635 1003 US (Miami)  
+1 267 831 0333 US (Philadelphia)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 470 250 9358 US (Atlanta)  
+1 470 381 2552 US (Atlanta)  
+1 646 518 9805 US (New York)  
+1 646 558 8656 US (New York)  
+1 651 372 8299 US (Minnesota)

Meeting ID: 840 4051 3354

Find your local number: <https://us02web.zoom.us/j/kzpGfEeAF>

## **2.4 SUBMISSION OF PROPOSALS**

Contractors are required to submit an electronic copy of their proposal. The proposal must be received by the OSOS no later than 4:00p.m. Pacific Time on May 8, 2023. Attachments to the email must be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the email address noted in section 2.1.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of OSOS.

The Contractor's proposal must respond to all solicitation requirements. Do not respond by referencing material presented elsewhere. The emailed proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include the Contractor for this RFP's contact information, including name, title, email, and telephone number.

The Apparent Successful Bidder will be expected to enter a contract which is substantially the same as the Contract including General Terms and Conditions, attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances Form, attached as Exhibit A. All exceptions to the contract terms and conditions must be submitted using the Certifications and Assurances Form, attached as Exhibit A. OSOS will review requested exceptions and accept or reject them at its sole discretion.

## **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from the RFP is signed by the authorized officer of OSOS and the Contractor; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right-hand corner of the page.

OSOS will consider a Contractor’s request for exemption from disclosure; however, OSOS will decide predicated upon RCW Chapter 42.56 and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until after the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours’ notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of the RFP, addenda will be published in WEBS and on the OSOS website here: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFP and placed in WEBS and on the OSOS website. OSOS also reserves the right to cancel or reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION**

The state of Washington encourages participation in all its contracts by Washington small businesses, minority-owned, women-owned, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a “small business” is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven (7) million dollars annually; or (2) is certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Contractors that qualify as a small business within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their proposal the Small Business Self-Certification Statement attached as Exhibit B.

Contractors that are minority-owned or women-owned as described in RCW Chapter 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or [technicalassistance@omwbe.wa.gov](mailto:technicalassistance@omwbe.wa.gov) to obtain information regarding certification and certified firms.

Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or [vob@dva.wa.gov](mailto:vob@dva.wa.gov) to obtain information regarding certification and certified firms.

No preference will be included in the evaluation or bids for small, minority-owned, women-owned, or veteran-owned businesses, no minimum level of small, minority-owned, women-owned, or veteran-

owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected, or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 7 (*seven*) days for acceptance by OSOS from the later of the due date for receipt of proposals or receipt of best and final offers (if utilized). Contractor agrees that during the acceptance period it may not modify, withdraw, or cancel its proposal.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE ITEMS**

OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its proposal. OSOS also reserves the right to enact a BAFO process. If so enacted, the procedure is described in section 4.

The Contractor shall be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a BAFO, as applicable, for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all the Contractor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

## **2.11 CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS**

The Apparent Successful Bidder will be expected to enter a contract which is substantially the same as the Contract including General Terms and Conditions, attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances Form, attached as Exhibit A. All exceptions to the contract terms and conditions must be submitted using the Certifications and Assurances Form, attached as Exhibit A. OSOS will review requested exceptions and accept or reject them at its sole discretion.

## **2.12 COSTS TO PROPOSE**

OSOS will not be liable for any costs incurred by the Contractor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.13 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

## **2.14 REJECTION OF PROPOSALS**

OSOS reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.15 COMMITMENT OF FUNDS**

The Assistant Secretary of State, the Deputy Secretary of State, or his/her delegate, are the only individuals who may legally commit OSOS to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.16 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Bidder will be provided a form to complete with the contract to authorize such payment method.

## **2.17 INSURANCE COVERAGE**

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Contract including General Terms and Conditions, attached as Exhibit D.

Contractor will always comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state of Washington will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of the contract.

## **2.18 EVALUATION PREFERENCE**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03, Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any Contractor who certifies, pursuant to the certification Contractor Certification for Executive Order 18-03, Workers' Rights, attached as Exhibit B, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

# **3. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 ½ x 11) inch paper with tabs separating the major sections of the proposal. Electronically submitted proposals, to the extent permitted or required, are to be formatted analogously. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of submittal, including signed certifications and assurances (Exhibit A to this RFP)
2. Technical proposal
3. Management proposal
4. Cost proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Contractor in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the Proposal for the Proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The letter of submittal and the Certifications and Assurances Form, attached as Exhibit A, must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the letter of submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Business Identification (UBI) number issued by the Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any state employees or former state employees employed or on the entity’s governing board as of the date of the proposal. Include their position and responsibilities within the Contractor’s organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

### 3.2 TECHNICAL PROPOSAL (SCORED)

The technical proposal must contain a comprehensive description of services including the following elements:

- A. **Project Approach/Methodology** – Include a complete description of the Contractor’s proposed approach and methodology for the project. This section should convey the Contractor’s understanding of the proposed project.
- B. **Procedure** for updating and course additions
- C. **Quality of instructional** videos and tutorials
- D. **Course accessibility** and ease of use
- E. **Customer support** and service
- F. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Contractor’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSOS staff. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- G. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- H. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- I. **Outcomes and Performance Measurement** – Describe the impacts and outcomes the Contractor proposes to achieve as a result of the delivery of these services, including how outcomes would be monitored, measured, and reported to OSOS.

### 3.3 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** – provide a description of the proposed project team structure and internal contracts to be used during the project, including any subcontractors. Provide an organization chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff which include information on the individuals' particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Contractor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitutions must have prior approval of OSOS.

#### B. Experience of the Contractor (SCORED)

1. Indicate the experience the Contractor and any subcontractors have in the following areas:
  - i. On-demand library centric learning platforms
2. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, fax numbers, and email addresses.

#### C. References (SCORED)

List names, addresses, telephone number, fax numbers, and email addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

#### D. Related Information (MANDATORY)

1. If Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, and project description, and/or other information available to identify the contract.
2. If Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
3. If Contractor has had a contract terminated for default in the last 5 years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.
5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.
6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

#### **E. OMWBE Certification**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

### **3.4 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP. However, Contractors are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

#### **A. Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Contractor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under contract. Contractors are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

#### **B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Contractor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## **4. EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSOS, which will determine the ranking of proposals. Both the Contractors' responsibility and the responsiveness of their proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation team may consider such factors as accepted industry standards and comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous proposal to OSOS.

After receipt of proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer (BAFO) process.

### **4.2 RESPONSIBILITY**

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) the Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) the previous and existing compliance by the Contractor with laws relating to the contract; (6) whether, within the three-year period immediately preceding the date of this RFP, the Contractor has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52; and (7) such other information as may be secured having a bearing on the decision to award the contract.

### **4.3 RESPONSIVENESS**

OSOS will initially classify all proposals as either "responsive" or "nonresponsive". OSOS may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet the RFP requirements and specifications. OSOS may find any proposal to be nonresponsive at any time during the procurement process. If OSOS deems a proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Contractor by email.

### **4.4 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 45%	90 points
Project Approach/Methodology (30 points maximum)	
Procedure for updating and course additions (10 point maximum)	
Quality of instructional videos and tutorials (30 points maximum)	
Course accessibility and ease of use (10 Points maximum)	
Customer support and service (10 points maximum)	
Management Proposal – 20%	40 points
Project team structure/internal controls (10 points maximum)	
Staff Qualifications/Experience (10 points maximum)	
Experience of the Contractor (20 points maximum)	
Cost Proposal – 35%	70 points
Executive Order 18-03 Evaluation Preference – 5%	10 points
<i>Sub-Total</i>	<i>210 points</i>
References (top-scoring Contractor(s) only)	10 points
<i>GRAND TOTAL</i>	<i>220 points</i>

References will be contacted for the top scoring Contractor(s) only, based on the written proposal. References will then be scored and included in the grand total.

#### **4.5 ORAL PRESENTATIONS**

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Bidder. OSOS, at its sole discretion, may choose to select top-scoring Contractors from the evaluation of proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, competitiveness, suitability of the products and/or services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractors to schedule a date, time, and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Bidder.

#### **4.6 BEST AND FINAL OFFER (BAFO)**

Contractors are encouraged to submit their most competitive offer, but there is a potential for a best and final offer (BAFO) process. This section defines that process.

OSOS reserves the right, at any point during the evaluation of proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission.

The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of the BAFOs, OSOS may, at its sole discretion, engage in discussion with any or all remaining Contractors regarding how they can make their proposals more responsive to the selection criteria in the RFP. All Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any pricing information or other content derived from proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors may make such changes to their original proposals as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and the BAFO notice. Changes to the original proposal must be clearly identified in the re-submitted proposal using the Track Changes function in Microsoft Word.

Evaluation of the BAFOs and selection of the Apparent Successful Bidder will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be in accordance with terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in as BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Bidder, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

#### **4.7 REQUEST FOR DOCUMENTS**

Upon concurrence with the recommendation of the evaluation team, the RFP Coordinator will request from the Apparent Successful Bidder the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the proposal, responses to clarification questions, and any other necessary documents. Receipt of this request does not constitute a contract between the Contractor and OSOS.

#### **4.8 CONTRACT EXECUTION**

Upon receipt of all required materials, a service contract including general terms and conditions in the form of the attached Exhibit D will be presented to the Apparent Successful Bidder for signature. The ASB will be expected to accept and agree with all material requirements contained in the contract. If the ASB does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties and OSOS has given the Contractor a notice to proceed.

#### **4.9 NOTIFICATION TO CONTRACTORS**

Contractors whose proposals are not selected for further consideration or award will be notified via facsimile or email.

#### **4.10 COMPLAINT, DEBRIEFING, AND PROTEST PROCEDURES**

## **A. COMPLAINTS**

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the bid response deadline. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition.
- The solicitation evaluation or scoring process is unfair or flawed.
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

## **B. DEBRIEFING**

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Bidder. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the unsuccessful Contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

OSOS can require participation in a debriefing conference as a prerequisite for submitting a protest. If the agency does not receive a timely request for a debriefing conference, the agency may cancel the protest period.

## **C. PROTESTS**

This procedure is available to Contractors who submitted a proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the unsuccessful Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Unsuccessful Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
- Errors in the scoring of proposals, if applicable.
- Non-compliance with procedures described in this RFP or OSOS policy.
- Non-compliance with procedures described in the procurement document, agency protest process, or DES policy requirements.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a proposal or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or a neutral employee designated by the Secretary (Protest Officer) who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSOS's action; or
- Find only technical or harmless errors in OSOS's procurement process and determine OSOS to be in compliance and reject the protest; or
- Find merit in the protest and provide OSOS options which may include:
  - Correct the errors and re-evaluate all proposals.
  - Reissue the solicitation document and begin a new process.
  - Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS may enter a contract with the Apparent Successful Bidder. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final, and no administrative appeal is available or required. If a Contractor does not accept the OSOS protest response, it may seek relief from superior court.

At the time the protest response is issued, the Secretary of State and the Department of Enterprise Services Director must be provided a copy of the original protest and the OSOS's protest response.

The protest process occurs after the bids are submitted and evaluated, and after the announcement of the Apparent Successful Bidder, but prior to contract award. This allows Contractors to focus on the evaluation and award process to ensure its integrity and fairness. Protests can raise issues related to the evaluation and award process as set out in the solicitation or how the process was executed. This allows an agency to correct evaluation process errors and problems before a contract is awarded and executed.

OSOS has discretion to cancel the procurement, if desired. OSOS has discretion to award any unprotested categories, if appropriate.

## 5. RFP EXHIBITS

Exhibit A – Certifications and Assurances

Exhibit B – Small Business Self-Certification Statement

Exhibit C – Contractor Certification for Executive Order 18-03, Workers' Rights

Exhibit D – Contract including General Terms and Conditions

**Exhibit A**

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. That all answers and statements made in the proposal are true and correct.
2. That the prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. That the attached proposal is a firm offer for the period of time specified in the solicitation, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that specified time frame.
4. That in preparing the proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the proposal. All proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples unless so stated in the proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached proposal constitutes acceptance of the solicitation contents and the attached Contract including General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. That no attempt has been made, or will be made, to induce any other person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three (3) year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

**I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.**

\_\_\_\_\_  
*(Signature of person authorized to sign on behalf of Contractor)*

\_\_\_\_\_  
*(Signature of person authorized to sign on behalf of Contractor)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Printed name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

**Exhibit B**

**SMALL BUSINESS SELF-CERTIFICATION STATEMENT**

**RCW Chapter 39.26.010(22) states:**

(22) “Small business” means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- a. Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
  - (a) Fifty or fewer employees; or
  - (b) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
  - (c) Is certified with the Office of Women and Minority Business Enterprises under RCW Chapter 39.19.

**I hereby certify, under penalty of perjury under the laws of the state of Washington, that *[insert name of Contractor]* meets the above definition of a “small business”.**

\_\_\_\_\_  
*(Signature of person authorized to sign on behalf of Contractor)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

**Exhibit C**

**CONTRACTOR CERTIFICATION**  
**EXECUTIVE ORDER 18-03, WORKERS' RIGHTS**  
**WASHINGTON STATE GOODS AND SERVICES CONTRACTS**

In consideration of the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Office of the Secretary of State (OSOS) is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and/or class or collective action waivers.

I hereby certify, on behalf of the firm identified below, as follows (check one):

- No mandatory individual arbitration clauses and/or class or collective action waivers for employees.** This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.
  
- Mandatory individual arbitration clauses and/or class or collective action waivers for employees.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.

**I hereby certify, under penalty of perjury under the laws of the state of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm identified below.**

\_\_\_\_\_  
*(Name of Contractor – print full legal entity name of firm)*

\_\_\_\_\_  
*(Signature of person authorized to sign on behalf of Contractor)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Location)*

**Exhibit D**

**CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS**

**[ATTACH]**